

# **EXHIBIT A**

May 20, 2022

**FED. R. CIV. P. 68 OFFER OF JUDGMENT  
FOR SETTLEMENT PURPOSES ONLY**

*Via Electronic Mail Only*

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Re: *Black, et al. v Webster, et al.*  
Civil No.: CCB-20-3644

Dear Counsel:

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, I am hereby submitting a written offer of judgment to all Plaintiffs on behalf of the following: (1) Thomas Webster, IV; (2) Gary Manos; (3) Jeannette Cleveland (Delude); and (4) Michael Petyo, in their individual capacities, as well as (4) the Town of Greensboro; (5) the Town of Ridgely, and (6) the Town of Centreville, to allow judgment to be taken against them in this case in the lump sum certain of Five Million and One Dollars (\$5,000,001.00), inclusive of all attorneys' fees and other costs, subject to the following:

First, acceptance of the offer of judgment constitutes full satisfaction of all claims of any description that have been or could have been asserted in this case, by all of the Plaintiffs, and all use Plaintiffs and potential Plaintiffs (hereinafter "all Plaintiffs") relating in any manner to alleged acts or omissions arising out of the above-listed individuals' employment and/or functions with their respective Town employers, and which were alleged or which could have been alleged in the above-referenced lawsuit, including all claims for damages and other relief against all Municipal Defendants (as described below).

Second, acceptance of this offer, and payment of the offered amount, constitutes a release, discharge, and relinquishment of any and all claims by all Plaintiffs against Thomas Webster, IV, Gary Manos, Dennis Lannon, Michael Petyo, Jeannette Cleveland (Delude), and the Towns of Greensboro, Ridgely, and Centreville (hereinafter the "Municipal Defendants"), in both their individual and official capacities, and any and all other officials, employees, agencies, departments or instrumentalities of any description related in any way to them, and those in privity with them, and including any and all insurers, reinsurers, and self-insurers of said individuals or entities.

It is the express intent of this offer that payment of the sum stated above extinguishes any and all claims of any kind that have been, could have been, or could be made with respect to any liability or potential liability arising out of the Municipal Defendants' alleged actions or omissions as stated above, alleged or which could have been alleged in the above-referenced lawsuit against the Municipal Defendants for whose benefit this offer of judgment is being made, including without limitation all liability or potential liability arising from the specific acts and/or omissions alleged in the Complaint and any and all amended complaints. This offer is for judgment to be taken against the parties identified in the first paragraph of this letter-offer but is expressly made for the benefit of all named Municipal Defendants in this lawsuit.

Third, acceptance of the offer of judgment and payment of the amount stated extinguishes not only all claims made or which could have been made against the parties listed in the first paragraph of this letter-offer, but all claims made or which could have been made against any of the other Municipal Defendants in this case, by any and all Plaintiffs regardless of the nature of those claims, whether related to individual capacity acts or omissions or official capacity acts or omissions, and whether or not related to any alleged policies, customs or practices.

Fourth, it is understood and agreed that this offer of judgment is being made for purposes of Rule 68 of the Federal Rules of Civil Procedure to attempt to resolve disputed claims. The intent of this offer is to resolve all claims asserted or which could have been asserted by any and all Plaintiffs.

Finally, upon acceptance and payment, all Plaintiffs agree to sign an order of satisfaction, execute a release and settlement agreement, execute a dismissal with prejudice in favor of all Municipal Defendants and all beneficiaries of this offer of judgment, and otherwise to formalize all Plaintiffs' release and discharge of all claims against all Municipal Defendants and all beneficiaries of this offer of judgment.

Pursuant to Fed. R. Civ. P. 68(a), this Offer of Judgment may be accepted by the Plaintiffs in writing within fourteen (14) days from today, the date of service, and thereafter will be deemed unaccepted and withdrawn pursuant to Fed. R. Civ. P. 68(b).

Very truly yours,

/s/

Jason L. Levine  
Counsel for Gary Manos

/s/

Kevin Karpinski  
Counsel for Thomas Webster, IV

/s/

Daniel Karp  
Counsel for Michael Petyo and  
Jeannette Cleveland (Delude)

/s/

Raymond R. Mulera  
Counsel for the Town of Ridgely

/s/

William C. Dickerson  
Counsel for the Town of Centreville

/s/

Ernest I. Cornbrooks, IV  
Counsel for the Town of Greensboro